

CERTIFICATE OF AMENDMENT OF THE NUTRITION CENTER, A
LIMITED PARTNERSHIP

The undersigned being all of the general and limited partners of The Nutrition Center, a limited partnership, certify that this Amendment was made effective June 15, 1991 as follows:

NAME

The name of the limited partnership is The Nutrition Center, a limited partnership.

DATE OF FILING OF CERTIFICATE

The original Certificate of Limited Partnership of The Nutrition Center was recorded December 21, 1984, on film number 169, instrument number 165877, records of Cassia County, Idaho. The first amendment to the Certificate of Limited Partnership of The Nutrition Center was recorded December 26, 1978, as instrument number 113118, records of Cassia County, Idaho. An assignment of Partnership Interest in The Nutrition Center was recorded December 26, 1978 as instrument number 113119, records of Cassia County, Idaho. A copy of the original Certificate of Limited Partnership along with the Amendment to Certificate of Limited Partnership and Assignment of Interest and Partnership was filed with the Secretary of State, along with a recorder's certificate, the refiling being instrument no. L00854 and the Amendment being instrument no. L00854-a.

AMENDMENT TO THE CERTIFICATE

Paragraph 4 of the original Certificate of Limited

Partnership shall be amended to read as follows:

4. The partners: The name and business address of each partner are as follows:

GENERAL PARTNER

BUSINESS ADDRESS

The Wilbur and Evelyn Biermann Trust, Wilbur F. Biermann and Evelyn M. Biermann, co-trustees

2001 Schodde Avenue
Burley, Idaho 83318

LIMITED PARTNERS

The Wilbur and Evelyn Biermann Trust, Wilbur F. Biermann and Evelyn M. Biermann, co-trustees

2001 Schodde Avenue
Burley, Idaho 83318

Charles R. Biermann

2882 Blue Bird Lane
Idaho Falls, Idaho 83402

WFB Investment Company

2001 Schodde Avenue
Burley, Idaho 83318

Aaron T. Biermann

P.O. Box 750
Heyburn, Idaho 83336

Benjamin M. Biermann

P.O. Box 750
Heyburn, Idaho 83336

Philip R. Biermann Trust
AE101

c/o Charles R. Biermann
2882 Blue Bird Lane
Idaho Falls, Idaho 83402

Michael F. Biermann, as
Custodian for Jena Biermann

P.O. Box 750
Heyburn, Idaho 83336

Michael F. Biermann, as
Custodian for Carla Biermann

P.O. Box 750
Heyburn, Idaho 83336

Paragraph 6 shall be amended by adding the following wording:

REPECTIVE PERCENTAGES OF CAPITAL CONTRIBUTION

AFTER ASSIGNMENTS

GENERAL PARTNERS

PERCENTAGE OF INTEREST

The Wilbur and Evelyn Biermann
Trust, Wilbur F. Biermann and
Evelyn M. Biermann, co-trustees 10%

LIMITED PARTNERS

The Wilbur and Evelyn Biermann
Trust, Wilbur F. Biermann and
Evelyn M. Biermann, co-trustees 25%

Charles R. Biermann 4%

WFB Investment Company 41%

Aaron T. Biermann 4%

Benjamin M. Biermann 4%

Philip R. Biermann Trust
AE101 4%

Michael F. Biermann, as
Custodian for Jena Biermann 4%

Michael F. Biermann, as
Custodian for Carla Biermann 4%

CONSENT TO ASSIGNMENT OF INTEREST

The undersigned, as all of the general and limited partners of The Nutrition Center, a limited partnership, consent to the assignment of partnership interests as set forth on Exhibit A and consent that the assignee may become a substituted limited and general partner to the extent of the interest reflected on the transfer. Further, the undersigned consent to Aaron T. Biermann being substituted for Aaron T. Biermann Trust and Benjamin M. Biermann being substituted for Benjamin M. Biermann Trust due to the fact that Aaron T. Biermann and Benjamin M. Biermann are now

adults.

DATED this 15th day of June, 1991.

GENERAL PARTNER

The Wilbur and Evelyn Biermann
Trust

Wilbur F. Biermann
Wilbur F. Biermann, Trustee

Evelyn M. Biermann
Evelyn M. Biermann, Trustee

LIMITED PARTNERS

The Wilbur and Evelyn Biermann
Trust

Wilbur F. Biermann
Wilbur F. Biermann, Trustee

Evelyn M. Biermann
Evelyn M. Biermann, Trustee

Charles R. Biermann
Charles R. Biermann

Wilbur F. Biermann
Wilbur F. Biermann, as General
Partner of WFB Investment Company

Aaron T. Biermann
Aaron T. Biermann

Benjamin M. Biermann
Benjamin M. Biermann

Charles R. Biermann
Charles R. Biermann, as Trustee
for Philip R. Biermann AE101

Michael F. Biermann
Michael F. Biermann, as Custodian
for Jena Biermann & Carla Biermann

ASSIGNMENT OF PARTNERSHIP INTEREST

KNOW ALL PERSONS BY THESE PRESENTS:

FOR VALUE RECEIVED, WILBUR F. BIERMANN and EVELYN M. BIERMANN, hereafter referred to as "Assignor", do hereby ASSIGN and TRANSFER to WILBUR F. BIERMANN AND EVELYN M. BIERMANN, AS CO-TRUSTEES OF THE WILBUR AND EVELYN BIERMANN TRUST UNDER TRUST AGREEMENT DATED DECEMBER 4, 1990, and their substitutes and successors as Trustee thereunder, all of Assignor's right, title, and ownership interest (or all right, title, and ownership interest of either Assignor party) in the following partnership:

W.F.B. Investment Co.	39-2154-03	Nutrition Center	39-0083 78
	39 0358 63		39 0359 28

This assignment is made and accepted upon the following terms and conditions, which shall be binding among the parties hereto, and their successors, and are expressly made for the benefit of (and may be enforced by) the above-mentioned partnership and the partners thereof:

1. Assignee agrees to be bound by all of the terms, conditions, and provisions of the partnership agreement of the above named partnership in the same manner, and with the same force and effect, as if Assignee had joined in execution thereof in the first instance.

2. During the lifetimes of Assignor parties, or the surviving Assignor, the sole income beneficiaries under the above mentioned Trust Agreement shall be Assignor parties, or the survivor of the two of them. During their joint lifetimes, Assignor parties shall, through power of revocation of said Trust or otherwise, retain full control with respect to the manner in which any voting rights allowed to the partnership interest assigned hereby shall be exercised. Should said voting control be transferred or restricted, such shall be deemed to be the equivalent of a sale or transfer of the partnership interest, with the same restrictions and consequences (if any) provided in the partnership agreement with respect to such eventuality.

3. If under the terms of the above-mentioned partnership agreement the partnership or the other partners thereof shall have any rights to purchase said partnership interest in event of the deaths of the owner or owners thereof, Assignee and Assignee's substitutes and successors agree to be bound thereby in the event of the death of Assignor parties, or either of them, in the same manner as if said partnership interest had been owned by Assignor at the time of death of Assignor parties, or either of them.

4. Should this assignment transaction be prohibited by the above mentioned partnership agreement, or if consent thereto by the other partners is required and such consent be not given, then and in either such event this assignment shall be limited in its effect to an assignment of all income or economic rights and benefits connected with, or by reason of, the partnership interest herein described, but shall vest in the Assignee no rights as a partner in said

partnership. If, however, such consent is granted, the Assignee designated herein shall be substituted for the Assignor as a partner in the partnership.

on the 18th IN WITNESS WHEREOF, Assignor and Assignee have executed this instrument day of December, 1990.

Wilbur F. Biemann
WILBUR F. BIERMANN,
Individually

Evelyn M. Biemann
EVELYN M. BIERMANN,
Individually

Wilbur F. Biemann
WILBUR F. BIERMANN,
Co-Trustee

Evelyn M. Biemann
EVELYN M. BIERMANN,
Co-Trustee

STATE OF IDAHO)
) ss.
COUNTY OF BOISE)

On this 18th day of December, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared WILBUR F. BIERMANN and EVELYN M. BIERMANN, known or identified to me to be the persons whose names are subscribed to the foregoing instrument individually and as Co-Trustees of THE WILBUR AND EVELYN BIERMANN TRUST, and acknowledged to me that they executed the same individually and as such Co-Trustees.

DALLAN C. Taylor
Notary Public for Idaho
Residing at: Boise, Idaho
Comm. Expires: 8-96